

STATE OF INDIANA ) IN THE MARION CIRCUIT/SUPERIOR COURT  
COUNTY OF MARION ) SS: CAUSE NO. \_\_\_\_\_

STATE OF INDIANA, )

Plaintiff, )

v. )

TODD T. TINSLEY, and )  
TANISHA BEASLEY, and )  
TODAY I CAN MARKETING )  
GROUP, LLC. )

Defendants. )

490010505PL0018953

**FILED**

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MAY 13 2005

*Doris Ann Holler*  
CLERK OF THE  
MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION,  
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, costs, civil penalties, and other relief.

**PARTIES**

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).
2. At all times relevant to this Complaint, the Defendant, Todd T. Tinsley, was an individual engaged in the sale of grant services, with a principal place of business in Marion County, located at 4371 E. 82<sup>nd</sup> Street, Indianapolis, Indiana, 46250.
3. At all times relevant to this Complaint, the Defendant, Tanisha Beasley, was an individual engaged in the sale of grant services, with a principal place of business in Marion County, located at 4371 E. 82<sup>nd</sup> Street, Indianapolis, Indiana, 46250.

4. At all times relevant to this Complaint, the Defendant, Today I Can Marketing Group, LLC, was a domestic limited liability company established on February 10, 2003 and engaged in the sale of grant services, with a principal place of business in Marion County, located at 4371 E. 82<sup>nd</sup> Street, Indianapolis, Indiana, 46250.

5. The Defendant, Todd T. Tinsley, at all relevant times, has acted as an officer and agent of the Defendant Corporation, Today I Can Marketing Group, LLC.,

6. As an officer and agent of the Defendant Corporation, Today I Can Marketing Group, LLC, the Defendant, Todd T. Tinsley, has failed to maintain proper corporate form.

7. As an officer and agent of the Defendant Corporation, Today I Can Marketing Group, LLC, the Defendant, Todd T. Tinsley, has used the Defendant Corporation to deceive consumers.

8. The Defendant, Tanisha Beasley, at all relevant times, has acted as an agent of Today I Can Marketing Group, LLC.

9. When, in this Complaint, reference is made to any act of the aforementioned Defendants, whether acting individually, jointly, or severally, such allegations shall be deemed to mean that the principals, agents, or employees of the Defendants did or authorized such acts to be done while actively engaged in the management, direction, or control of the affairs of said Defendants and while acting within the scope of their duties, employment, or agency.

## FACTS

### **A. Background on the Defendants' Grant Services**

10. At least since May 21, 2003, the Defendants have offered grant services to consumers.

11. The Defendants would market their services directly to consumers via the Internet and telephone solicitations.

12. In the course of marketing their services, the Defendants would make representations to consumers, such as the following, excerpted from an E-mail sent to a consumer:

*We all have dreams and desires to earn or inherit sufficient funds to pay off all of our bills, build our special dream home, purchase a new car, send our children to college, and have enough money left over to retire early. These are hopes we all have in life and many times we are not able to accomplish them due to unforeseen circumstances that may be beyond our control. There is help along life's journey to make dreams reality. Grants from the government and from foundations are within your reach*

*The U.S. Government has thousands of private foundations that have the capability to issue over \$34 Billion Dollars in Grants and Forgiveness Loans to individuals and small business owners . . . [Foundations and Corporations] are required by Federal Law to issue a percentage of funds in grants to individuals, business and not for profit agencies to maintain their tax status.*

*There are ranges for grants some medical, even grants for students. We can show you how to obtain these grant funds quickly. We can provide you with all the information and tools needed to successfully secure the grant you need.*

*[Our services] will allow you the opportunity to achieve a better life for you and your family and prepare for your children's future. We believe in our product so much that we offer a full 100% money back no-qualms guarantee on our product. We know from our experience that if you follow the instructions we supply and put forth the effort to achieve success you will receive a grant. We not only give you a fair price, but we guarantee the return on your investment!*

13. The Defendants would interview the consumers and guarantee the consumers would receive grants to pay off consumers' mortgages, make home repairs, or to just pay off bills.

14. Should consumers be unsuccessful in obtaining the guaranteed grants, the Defendants represented refunds would be made to those consumers.

15. Once the consumers authorized payment to the Defendants, the consumers would receive a CD-Rom on how to write a grant proposal.

16. Those consumers who were unable to draft a proposal from the materials provided would be offered grant-writing services by the Defendants for an additional fee.

17. Once the proposal was drafted, consumers were given a list of agencies and foundations to which the consumer must write to request applications.

18. Most of the grant sources listed in the materials do not offer grants to individuals, and some provide assistance only to non-profit organizations or specific regions.

19. Consumers who send letters to these grant sources are turned down outright, or receive no response at all.

20. The Defendants' refund policy imposes conditions or restrictions that were not previously disclosed to consumers at the time the consumer entered into the transaction.

21. In order to obtain a refund, the Defendants required consumers to "receive a denial letter from a foundation or agency."

22. The Defendants interpreted these provisions in such a way as to make the conditions difficult, if not impossible to meet. For example, a consumer might request a refund after having received letters from agencies and foundations denying their requests, but the Defendants would advise consumers these were not denial letters. The Defendants would claim the letters, "were not denial letters; they were simply stating that they did not fund to individuals."

23. In addition to these restrictions, the Defendants would blame the consumers for failing to research the organizations before they applied or contacted them. This was so, even though the Defendants provided the list of the "most specific funding sources in [the] area."

24. In many cases, Consumers neither received the "guaranteed" free grants, nor received the guaranteed refunds.

**B. Allegations Related to Consumer Helen Kay Fisher's Transaction.**

25. On or about May 21, 2003, Tanisha Beasley, on behalf of the Defendants, entered into a contract with Helen Kay Fisher ("Fisher") of Red Creek, New York, and represented the Defendants would help Ms. Fisher obtain a government grant to pay off her mortgage for a fee of Seven Hundred Dollars (\$700.00), which Fisher paid.

26. On May 27, 2003, the Defendants mailed a grant package to Ms. Fisher and stated, "You must submit a grant proposal and be denied and return the package in a resellable condition within 90 days for a refund, less shipping and handling."

27. The Defendants did not send the proposal to Ms. Fisher until the ninety (90) day refund period had expired.

28. On January 5, 200[4], the Defendants provided a proposal and stated they believe "it satisfies proposal requirements."

29. In addition to the proposal, the Defendants gave Ms. Fisher a list of the funding sources, which it represented to be the most specific funding sources in her area. These funding sources included the Chautauqua Region Community Foundation, Inc., the Ford Foundation, John S. and James L. Knight Foundation, MetLife Foundation, and A. Lindsay & Olive B. O'Connor Foundation.

30. Following the Defendants' instructions, Ms. Fisher applied to a number of foundations, including the James L. Knight Foundation and others identified by the Defendants, and her request was either denied, or she received no response at all from the foundations. Of those funding sources specifically identified by the Defendants, Ms. Fisher received only one response.

31. On April 8, 2004, the John S. and James L. Knight Foundation wrote to Ms. Fisher and denied her grant request. The foundation stated it limited its grants to specific communities and Ms. Fisher's community was not one of them.

32. The Defendants have yet to either assist Ms. Fisher in obtaining a grant, or to issue a refund to Ms. Fisher.

**C. Allegations Related to Consumer Becky Morse's Transaction.**

33. On or about June 30, 2003, Marcella Rose, an employee of the Defendants, entered into a contract with Becky Morse ("Morse") of Fountain, Michigan, and represented the Defendants would help Ms. Morse obtain "free" grant money from the government to build a new home for a fee of Five Hundred Ten Dollars (\$510.00), which Morse paid.

34. Approximately six (6) months later, a proposal was completed and the Tanisha Beasley, on behalf of the Defendants, represented the Defendants would send up to twenty-five (25) addresses of funding sources to whom Ms. Morse could send her proposal for a realty grant.

35. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either send the list of funding sources, complete the subject of the consumer transaction, or issue the refund to Ms. Morse, within a reasonable period of time.

36. The Defendants have yet to either send the funding sources, assist Ms. Morse in obtaining a grant, or to issue a refund.

**D. Allegations Related to Consumer Robert Harlan's Transaction.**

37. On or about July 24, 2003, Tanisha Beasley, on behalf of the Defendants, entered into a contract with Robert Harlan ("Harlan") of Joliet, Illinois, and represented the Defendants would "definitely" obtain a grant in order for Mr. Harlan to pay his bills for a fee of Five Hundred and Ten Dollars (\$510.00), which Harlan paid.

38. On August 28, 2003, the Defendants shipped the materials to Mr. Harlan for his review.

39. Upon reviewing the materials, Mr. Harlan realized the materials did not provide the represented assistance.

40. On or about October 3, 2003, Harlan contacted the Defendants and was advised by Shelly Petty, an employee of the Defendants, no such program would help Mr. Harlan obtain a grant to pay his bills.

41. On February 5, 2004, Shelly Petty, on behalf of the Defendants, told Mr. Harlan they would issue him a refund.

42. On February 25, 2004, the Defendants sent a partial refund check in the amount of One Hundred and Forty-Five Dollars (\$145.00) to Mr. Harlan, which was returned for insufficient funds.

43. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either provide the services as represented, complete the subject of the consumer transaction, or otherwise issue a refund to Mr. Harlan, within a reasonable period of time.

44. The Defendants have yet to either assist Mr. Harlan in obtaining a grant, or to issue a refund to Mr. Harlan.

**E. Allegations Related to Consumer Michael Truelove Transaction.**

45. On or about August 18, 2003, Tanisha Beasley, on behalf of the Defendants, entered into a contract with Michael Truelove ("Truelove") of Olathe, Kansas, and represented the Defendants would help Mr. Truelove write a grant proposal and obtain a grant for a fee of One Thousand Dollars (\$1,000.00), which Truelove paid.

46. On or about January 22, 2004, the Defendants E-mailed a rough draft of a proposal to Mr. Truelove.

47. Upon receipt, Mr. Truelove reviewed the proposal and submitted changes to the Defendants.



48. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either provide the services as represented, complete the subject of the consumer transaction, or otherwise issue a refund to Mr. Truelove, within a reasonable period of time.

49. The Defendants have yet to provide a final draft of the grant proposal, assist Mr. Truelove in obtaining a grant, or to issue a refund to Mr. Truelove.

**F. Allegations Related to Consumer Charles Myers' Transaction.**

50. On or about October 4, 2003, Nicole, an employee of the Defendants, entered into a contract with Charles Myers ("Myers") of West Union, West Virginia, and represented the Defendants would help Mr. Myers obtain a Fifty Thousand Dollar (\$50,000.00) grant for home improvements, which he would not have to pay it back, for a fee of One Thousand Dollars (\$1,000.00), which Mr. Myers paid.

51. At the time of contract formation, Nicole, on behalf of the Defendants, represented the Defendants would refund Mr. Myers' money if he did not obtain a grant.

52. At the time of contract formation, Nicole, on behalf of the Defendants, represented to Mr. Myers he would receive his home improvement grant within 4 to 6 months.

53. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either provide the services as represented, complete the subject of the consumer transaction, or otherwise issue a refund to Mr. Myers, within a reasonable period of time.

54. The Defendants have yet to either assist Mr. Myers in obtaining a grant, or to issue a refund to Mr. Myers.

**G. Allegations Related to Consumer Betty Cathey's Transaction.**

55. On or about October 30, 2003, Todd T. Tinsley and Shellie, on behalf of the Defendants, entered into a contract with Betty Cathey ("Cathey") of Westport, Indiana, and represented the Defendants would obtain a Twenty-Seven Thousand Dollar (\$27,000.00) government grant for Ms. Cathey for a fee of One Thousand Five Hundred Dollars (\$1,500.00), which Cathey paid.

56. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either provide the services as represented, complete the subject of the consumer transaction, or otherwise issue a refund to Ms. Cathey, within a reasonable period of time.

57. The Defendants have yet to either assist Ms. Cathey in obtaining a grant, or to issue a refund to Ms. Cathey.

**H. Allegations Related to Consumer Mark Davidson's Transaction.**

58. On or about November 28, 2003, Bernard Markey, an employee of the Defendants, entered into a contract with Mark Davidson ("Davidson") of Kent, Washington, and represented the Defendants would send a CD-Rom to Mr. Davidson at a price of Two Hundred and Sixty-Seven Dollars (\$267.00), which Mr. Davidson paid.

59. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would ship the CD-Rom to Mr. Davidson within a reasonable period of time.

60. The Defendants' have yet to either ship the CD-Rom to Davidson, or to issue a refund.

**I. Allegations Related to Consumer Tom Pietrzak's Transaction.**

61. On or about April 23, 2004, Tanisha Beasley, on behalf of the Defendants, entered into a contract with Tom Pietrzak ("Pietrzak") of Mishawaka, Indiana, and guaranteed the Defendants would help Mr. Pietrzak obtain a Twenty-Seven Thousand Dollar (\$27,000.00) home improvement grant for a fee of Two Hundred Twenty-Nine Dollars (\$229.00), which Pietrzak paid.

62. At contract formation, Tanisha Beasley, on behalf of the Defendants, represented the Defendants would issue a refund if Mr. Pietrzak was unable to obtain a grant.

63. Following the Defendants' instruction, Mr. Pietrzak sent the Defendants a copy of his proposal in order for the Defendants to review and submit to the various funding agencies.

64. Mr. Pietrzak's letter was returned shortly thereafter, as addressee unknown.

65. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either provide the services as represented, complete the subject of the consumer transaction, or otherwise issue a refund to Mr. Pietrzak, within a reasonable period of time.

66. The Defendants have yet to either assist Mr. Pietrzak in obtaining a grant, or to issue a refund to Mr. Pietrzak.

**J. Allegations Related to Consumer Kevin Lord's Transaction.**

67. On or about May 27, 2004, Jesse Bell and Todd Grimes, employees of the Defendants, entered into a contract with Kevin Lord ("Lord") of Marion, Indiana, and represented the Defendants would help Mr. Lord obtain government grant for a fee of One Hundred Dollars (\$100.00), which Lord paid.

68. Mr. Lord reviewed the materials and followed the Defendants' instructions for submitting grant proposals to the list of foundations provided by the Defendants and represented as being the most active grant awarding sources.

69. The foundations either did not respond to Mr. Lord's request, or advised Mr. Lord they did not issue grants to individuals.

70. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either provide the services, complete the subject of the consumer transaction, or otherwise issue a refund to Mr. Lord, within a reasonable period of time.

71. The Defendants have yet to either assist Mr. Lord in obtaining a grant, or to issue a refund to Mr. Lord.

**K. Allegations Related to Consumer Dominic Verchiani's Transaction.**

72. On or about June 3, 2004, Jessica Bell, an employee of the Defendants, entered into a contract with Dominic Verchiani ("Verchiani") of Lake Havasu City, Arizona, and represented Verchiani, as a minority would be able to obtain a Seventy-Five Thousand Dollar Federal Grant for a fee of Two Hundred Forty-Nine and 99/100 Dollars (\$249.99), which Verchiani paid.

73. At contract formation, Jessica Bell, on behalf of the Defendants, represented a refund would be provided if Mr. Verchiani was dissatisfied with the Defendants' services.

74. The Defendants provided a CD-Rom, which the Defendants represented as containing the names of foundations providing private grants.

75. The CD-Rom the Defendants sent to Mr. Verchiani had an outdated list of foundations and Mr. Verchiani was unable to contact many of the foundations.

76. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either provide the services as represented, complete the subject of the consumer transaction, or otherwise issue a refund to Mr. Verchiani, within a reasonable period of time.

77. The Defendants have yet to either assist Mr. Verchiani in obtaining a grant, or to issue a refund to Mr. Verchiani.

**L. Allegations Related to Consumer Eric Hartunian's Transaction.**

78. On or about July 23, 2004, Jack Wellington, on behalf of the Defendants, entered into a contract with Eric Hartunian ("Hartunian") of Marion, Iowa, and represented the Defendants would research companies and guaranteed Mr. Hartunian would receive a government grant for a fee of Seven Hundred and Sixty Dollars (\$760.00), which Hartunian paid.

79. The Defendants E-mailed Mr. Hartunian, "We believe in our product so much that we offer a full 100% money back no-qualms guarantee on our product."

80. Upon review of the materials, Mr. Hartunian was unable to find grants to meet his needs.

81. On October 29, 2004, Jack Wellington, on behalf of the Defendants, represented Tanisha Beasley and the Defendants would research and locate matches for the type of government grant Hartunian was seeking for an additional Two Hundred Fifty Dollars (\$250.00), which Hartunian paid.

82. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either provide the services as represented, complete the subject of the consumer transaction, or otherwise issue a refund to Mr. Hartunian, within a reasonable period of time.

83. The Defendants have yet to either assist Mr. Hartunian in obtaining a grant, or to issue a refund to Mr. Hartunian.

**M. Allegations Related to Consumer Marcia Williams' Transaction.**

84. On or about July 28, 2004, Tanisha Beasley, on behalf of the Defendants, entered into a contract with Marcia Williams ("Williams") of Churchill, Pennsylvania, and represented the Defendants would assist Ms. Williams in obtaining a government grant for a fee of Two Hundred Fifty Dollars (\$250.00), which Ms. Williams paid.

85. On July 29, 2004, Ms. Williams contacted the Defendants to cancel her transaction and requested a refund.

86. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either provide the services as represented, complete the subject of the consumer transaction, or otherwise issue a refund to Ms. Williams, within a reasonable period of time.

87. The Defendants have yet to either assist Ms. Williams in obtaining a grant, or to issue a refund to Ms. Williams.

**N. Allegations Related to Consumer Jean Freund's Transaction.**

88. On or about October 5, 2004, Lee Grimes, on behalf of the Defendants' entered into a contract with Jean Freund ("Freund") of Evansville, Indiana, and represented the Defendants would assist Ms. Freund in obtaining a government grant to pay off her mortgage and make home improvements for a fee of Two Hundred Fifty Dollars (\$250.00), of which Ms. Freund paid Two Hundred Dollars (\$200.00).

89. On October 6, 2004, Ms. Freund contacted the Defendants and requested her contract be cancelled and the Defendants agreed to refund her money.

90. The Defendants did not issue the refund to Ms. Freund.

91. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either provide the services as represented, complete the subject of the consumer transaction, or otherwise issue a refund to Ms. Freund, within a reasonable period of time.

92. The Defendants have yet to either send Ms. Freund the information, assist Ms. Freund in obtaining a grant, or to issue a refund to Ms. Freund.

**O. Allegations Related to Consumer Nancy Todd's Transaction.**

93. On or about October 19, 2004, Jack Wellington, on behalf of the Defendants, entered into a contract with Nancy Todd ("Todd") of Pembroke Pines, Florida, and represented the Defendants would send a CD-Rom containing government grant information to Ms. Todd for a fee of Two Hundred Fifty Dollars (\$250.00), which Ms. Todd paid.

94. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendants are presumed to have represented they would either complete the subject of the consumer transaction, or otherwise issue a refund to Ms. Todd, within a reasonable period of time.

95. The Defendants have yet to either send the CD-Rom to Ms. Todd, or to issue a refund to Ms. Todd.

**COUNT I-VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

96. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 95 above.

97. The transactions referred to in paragraphs 25, 33, 37, 45, 50, 55, 58, 61, 67, 72, 78, 84, 88, and 93, are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

98. The Defendants are "suppliers" as defined by Ind. Code § 24-5-0.5-2(a)(3).

99. The Defendants' representations to the consumers the grant services would be as represented, when the Defendants knew or reasonably should have known the consumers would not receive such benefit, as referenced in paragraphs 25, 26, 28, 29, 33, 34, 37, 41, 45, 50, 51, 55, 58, 61, 62, 67, 68, 72, 73, 74, 78, 79, 81, 84, 88, 89, and 93, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

100. The Defendants' representations to the consumers the transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies or obligations, if the representations are false, when the Defendants' knew or reasonably should have known that the representations were false, as referenced in paragraphs 26,



41, 51, 62, 73, 79, and 89, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(8).

101. The Defendants' representations to consumers that the Defendants would deliver the items, or otherwise complete the subject matter of the consumer transaction within a reasonable period of time, when the Defendants knew or reasonably should have known she would not, as referenced in paragraphs 35, 43, 48, 52, 53, 56, 59, 65, 70, 76, 82, 86, 91, and 94, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

102. The Defendants' representations to the consumers that they would be able to purchase the items as advertised by the Defendants, when the Defendants did not intend to sell the grants as represented, as referenced in paragraphs 25, 33, 37, 45, 50, 55, 58, 61, 67, 72, 78, 84, 88, and 93, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

**COUNT II- KNOWING AND INTENTIONAL VIOLATIONS OF  
THE DECEPTIVE CONSUMER SALES ACT**

103. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 102 above.

104. The misrepresentations and deceptive acts set forth in paragraphs 25, 26, 28, 29, 33, 34, 35, 37, 41, 43, 45, 48, 50, 51, 52, 53, 55, 56, 58, 59, 61, 62, 65, 67, 68, 70, 72, 73, 74, 76, 78, 79, 81, 82, 84, 86, 88, 89, 91, 93, and 94, were committed by the Defendants with knowledge and intent to deceive.

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendants, Todd Tinsley, Tanisha Beasley, individually and doing business as Today I Can Marketing Group, LLC, and Today I Can Marketing Group, LLC, for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendants from the following:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendants know or reasonably should know they do not have;
- b. representing expressly or by implication the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendants know or should reasonably know the representation is false;
- c. representing expressly or by implication the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know they can not; and
- d. representing expressly or by implication a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendants, if the Defendants do not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendants for the following relief:

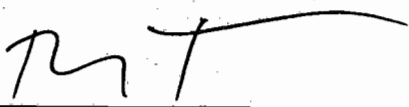
- a. cancellation of the Defendants' unlawful contract with consumers, including but not limited to all persons referenced in paragraphs 13, 33, 37, 45, 50, 55, 58, 61, 67, 72, 78, 84, 89, and 93, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers, including but not limited to all persons referenced in paragraphs 13, 33, 37, 45, 50, 55, 58, 61, 67, 72, 78, 84, 89, and 93, for the purchase of the Defendants' items via the Internet, in an amount to be determined at trial;
- c. costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;
- e. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and

f. all other just and proper relief.

Respectfully submitted,

STEVE CARTER  
Indiana Attorney General  
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By:

  
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Deputy Attorney General  
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